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4 BILL NO. S-76-10- 15

5 SPECIAL ORDINANCE NO. S- 187-76

6 AN ORDINANCE approving a contract  
7 with N. G. Gilbert Corporation,  
8 for installation of Street Lighting-  
West Central Impact Area.

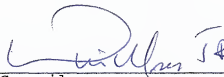
9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated September 29, 1976,  
12 between the City of Fort Wayne, by and through its Mayor and the  
13 Board of Public Works and N. G. Gilbert Corporation, for:

14 Installation of Street Lighting with underground  
15 wiring in the West Central Impact Area for the  
bid of \$16,360.00,

16 for a total cost of \$16,360.00, all as more particularly set forth  
17 in said contract which is on file in the Office of the Board of  
18 Public Works and is by reference incorporated herein, made a part  
19 hereof and is hereby in all things ratified, confirmed and  
20 approved.

21 SECTION 2. This Ordinance shall be in full force and  
22 effect from and after its passage and approval by the Mayor.

23  
24  
25   
26 Councilman

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33  
34 APPROVED AS TO FORM  
AND LEGALITY,  
35   
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for ~~recommendation~~) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 10-12-76

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

PASSED ( LOST ) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>			<u>1</u>	
BURNS	<u>X</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS				<u>A</u>	
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 10-26-76

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ( ZONING MAP ) ( GENERAL ) ( ANNEXATION ) ( SPECIAL ) ( APPROPRIATION )

ORDINANCE ( RESOLUTION ) No. S-187-76 on the 26th day of Oct., 1976.

ATTEST:

( SEAL )

Charles W. Westerman  
CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of Oct., 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 27th day of October, 1976, at the hour of 6:00 o'clock \_\_\_\_\_ M., E.S.T.

Robert E. Armstrong  
MAYOR

Bill No. S-76-10-15

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

Approving a contract with N. G. Gilbert Corporation, for installation of  
Street Lighting-West Central Impact Area

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

10-26-76  
DATE \_\_\_\_\_ CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE  
community development & planning

17 September 1976

The Common Council  
Fort Wayne, IN 46802

Gentlemen and Mrs. Schmidt:

The Board of Public Works has awarded a contract to N.G. Gilbert in the amount of \$16,360.00 to install ornamental lighting in the West Central Neighborhood Wilt Street Impact Area.

Because there has been delay in getting the project started and also because we want to accomplish the project in this construction season, along with other capital improvements now underway in West Central's impact area, the Department and all concerned respectfully request a "Prior Approval" to allow N.G. Gilbert to proceed.


An Ordinance for formal approval of the labor contract will be introduced as soon as the contract has been prepared. N.G. Gilbert has indicated they can begin work September 27, 1976, if prior approval is granted.

Attached is a copy of the bid tabulation.

Sincerely,

COMMUNITY DEVELOPMENT & PLANNING

  
C. James Owen, Director

  
Robert E. Armstrong, Mayor

17 September 1976

Page 2

CJO:pb

Attachment:

APPROVED:

William T. Hingwa  
Mr. Vivian H. Schmidt  
Winifred C. Mason Jr.  
John S. Hols  
Fred R. Hunter  
James S. Hays

ATTEST:

Charles W. Westerman, Jr.  
City Clerk

PROJECT West Central Neighborhood

DATE 9-9-76

RES. NO.

116-1976

## MATERIAL

FORT WAYNE INDIANA

## CONTRACTORS

ATE

RES. NO.

## MATERIAL

[illegible]



63-301-8  
9/29/76

CONTRACT 116-76

STATE OF INDIANA )  
COUNTY OF ALLEN ) ss

THIS AGREEMENT AND INDENTURE made and entered into this,  
the 29 day of September, 1976, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the  
Contract Documents as the "Purchaser," and

N. G. Gilbert Corporation

The part of the second part, termed in this agreement and the  
Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore  
caused to be prepared certain contract documents for furnish-  
ing labor and equipment and performing work therein fully des-  
cribed, and the Contractor did, on the 8th day of September,  
file with the Board of Public Works, a copy of said contract  
documents, together with his offer and terms therein fully  
stated and set forth, and,

WHEREAS, the said contract documents accurately and fully  
describe the terms and conditions upon which the Contractor is  
willing to furnish the labor and equipment and perform the work  
called for by the said contract documents and in the manner and  
time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as  
aforesaid be attached hereto and that the same do in all par-  
ticulars become the agreement and contract between the parties  
hereto in all matters and things set forth therein and described,  
and further, that both parties hereby accept and agree to the  
terms and conditions of said contract documents so filed, for the  
following;

installation of street lighting with underground wiring

in the West Central Impact Area for the bid of \$16,360.00.



SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out in haee verba.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgement of any court or award of any Board of Arbitrations or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

Mrs. W. Miller  
ATTEST: Clerk

Robert Armstrong  
MAYOR

Approved in Form & Legality

By: Wm. J. Bricker  
Associate City Attorney

BOARD OF PUBLIC WORKS

Edward J. L. M.  
May J. Scott

CONTRACTOR: \_\_\_\_\_

N. G. GILBERT CORPORATION

BY: R. F. Uher

R. F. Uher, Vice-President

AIA DOCUMENT A311 • PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND • AIA ©  
FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D. C. 20006

KNOW ALL MEN BY THESE PRESENTS: that N. G. Gilbert Corporation P. O. Box 1032  
(Here Insert full name and address or legal title of Contractor)  
Muncie, Indiana 47305

as Principal, hereinafter called Contractor, and, OHIO FARMERS INSURANCE COMPANY,  
Westfield Center, Ohio 44251

as Surety, hereinafter called Surety, are held and firmly bound unto The City of Ft. Wayne, Indiana  
(Here Insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the  
amount of Sixteen Thousand Three Hundred Sixty----00/100 Dollars (\$ 16,360.00 ),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated September 8, 1976, entered into a contract with Owner for  
installation of street lighting with underground wiring in the West Central  
Impact Area.

in accordance with Drawings and Specifications prepared by The City of Ft. Wayne, Indiana  
(Here Insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform  
said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or  
extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner  
to be in default under the Contract, the Owner having  
performed Owner's obligations thereunder, the Surety  
may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms  
and conditions, or

2) Obtain a bid or bids for completing the Contract in  
accordance with its terms and conditions, and upon de-  
termination by Surety of the lowest responsible bidder,  
or, if the Owner elects, upon determination by the  
Owner and the Surety jointly of the lowest responsible  
bidder, arrange for a contract between such bidder and  
Owner, and make available as Work progresses (even  
though there should be a default or a succession of

defaults under the contract or contracts of completion  
arranged under this paragraph) sufficient funds to pay the  
cost of completion less the balance of the contract price;  
but not exceeding, including other costs and damages  
for which the Surety may be liable hereunder, the amount  
set forth in the first paragraph hereof. The term "balance  
of the contract price," as used in this paragraph, shall  
mean the total amount payable by Owner to Contractor  
under the Contract and any amendments thereto, less  
the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before  
the expiration of two (2) years from the date on which  
final payment under the Contract falls due.

No right of action shall accrue on this bond to or for  
the use of any person or corporation other than the  
Owner named herein or the heirs, executors, adminis-  
trators or successors of the Owner.

Signed and sealed this 8th day of September 1976

N. G. GILBERT CORPORATION  
(Principal)

*P. F. Wilson*  
Vice-President

(Title)

(Witness)

(Seal)

Ohio Farmers Insurance Company  
(Surety)

*Paul A. Schaefer*  
(Title)

(Seal)

(Witness)

Labor and  
Material  
Payment Bond

# Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251

AIA DOCUMENT A311 - PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND - AIA ©  
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This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS: that N. G. Gilbert Corporation P. O. Box 1032  
(Here insert full name and address or legal title of Contractor)

Mancie, Indiana 47305

as Principal, hereinafter called Principal, and, OHIO FARMERS INSURANCE COMPANY,

Westfield Center, Ohio 44251

as Surety, hereinafter called Surety, are held and firmly bound unto The City of Ft. Wayne, Indiana  
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of ~~Sixteen Thousand Three Hundred Sixty~~---00/100 Dollars (\$ 16,360.00 ),  
(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

## WHEREAS,

Principal has by written agreement dated September 8, 1976, entered into a contract with Owner for

installation of street lighting with underground wiring in the West Central  
Impact Area.

In accordance with Drawings and Specifications prepared by The City of Ft. Wayne, Indiana  
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the

amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 8th day of September

1976

(Witness)

N. G. GILBERT CORPORATION  
(Principal)

(Seal)

(Title)

Ohio Farmers Insurance Company  
(Surety)

(Seal)

(Title)

# Certificate of Insurance

☒ The Aetna Casualty and Surety Company  
☐ The Standard Fire Insurance Company  
 Hartford, Connecticut

To  
 CITY OF FORT WAYNE  
 Fort Wayne, Indiana

Date  
 September 21, 1976

Gentlemen: This is to certify that insurance policies, subject to their terms, conditions and exclusions, are at present in force in the Company indicated above.

Name of Insured N. G. GILBERT CORPORATION, MUNCIE CONTRACTING CORPORATION, and  
 B & F HI-LINE, DIVISION OF N. G. GILBERT CORPORATION  
 P. O. Box 1032, Muncie, Indiana; P. O. Box 506, Avondale Estates, Georgia;  
 Covering 1023 9th St., Rockford, Illinois; 2915 S. W. Second Ave., Ft. Lauderdale, Fla.  
 All States except Monopolistic State Fund States

KIND OF INSURANCE	LIMITS OF LIABILITY			POLICY NO.	EFFECTIVE	EXPIRATION
	Each Person	Each Occurrence	Aggregate			
Workmen's Compensation				08C122002SRA	6-30-76	6-30-77
Manufacturers' & Contractors' Bodily Injury Liability		\$ ,000				
Property Damage Liability		\$ ,000	\$ ,000			
Owners' or Contractors' Protective Bodily Injury Liability		\$ ,000				
Property Damage Liability		\$ ,000	\$ ,000			
Comprehensive Automobile						
Bodily Injury Liability	\$ 250 ,000	\$ 500 ,000		08AL115108SRA	6-30-76	6-30-77
Property Damage Liability		\$ 250 ,000				
* Comprehensive General						
Bodily Injury Liability		\$ 500 ,000	\$ 500 ,000	08AL115108SRA	6-30-76	6-30-77
Property Damage Liability		\$ 250 ,000	\$ 250 ,000			
Bodily Injury Liability	\$ ,000	\$ ,000	\$ ,000			
Property Damage Liability		\$ ,000	\$ ,000			

\*Incl. Blanket Contractual, XC&U Coverage, Products, Contractors Protective and Completed Operations Coverage

In event of cancellation, written notice will be given to the party to whom this certificate is addressed.

Marsh & McLennan Agency, Inc.

By

Authorized Representative

TITLE OF ORDINANCE SPECIAL ORDINANCE-Contract of N.G. Gilbert Corp. - Resl 116.1976

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

D-76-10-15

SYNOPSIS OF ORDINANCE Contract with N. G. Gilbert Corporation in amount of

\$16,360.00 provides for installation only of street lights in the West Central  
Neighborhood Impact Areas as follows: Rockhill from Lavina to Jefferson, Union  
from Lavina to Jefferson, Jackson from Lavina to Jefferson, Van Buren from Lavina  
to Jefferson, Lavina from Broadway to Rockhill and Wilt from Broadway to College.  
This is the low of three bids received.

City will provide materials, engineering, inspection and advertising in amount  
of \$20,612.53 making total project cost \$36,972.53.

Total cost of the project will be paid by Community Development and Planning  
from Community Development Block Grant.

SEE PRIOR APPROVAL AND TABULATION ATTACHED)

EFFECT OF PASSAGE Street lighting in impact area

EFFECT OF NON-PASSAGE PRIOR APPROVAL RECEIVED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to Community Development  
and Planning - \$36,972.53

ASSIGNED TO COMMITTEE

Public Works